

COLLABORATION ARRANGEMENT
BETWEEN
THE CLEAN HYDROGEN JOINT UNDERTAKING
AND
THE NEW ENERGY AND INDUSTRIAL TECHNOLOGY DEVELOPMENT
ORGANIZATION
TOWARDS SOCIAL IMPLEMENTATION OF HYDROGEN TECHNOLOGIES

This Collaboration Arrangement (hereinafter referred to as “CA”) expresses the intention of Clean Hydrogen Joint Undertaking (hereinafter referred to as “CHJU”), and the New Energy and Industrial Technology Development (hereinafter referred to as “NEDO”), collectively referred to as “Participants.” This CA is a non-binding statement of the Participants' intentions for internal management purposes of the Participants and for the purpose herein outlined and does not constitute a legally enforceable agreement. This agreement should not be interpreted as providing any reciprocal rights or privileges between the Participants but should ensure that reciprocity is respected in the cooperation between the Participants.

Recognizing and aligned with the Memorandum of Cooperation (hereinafter referred to as “MoC”) agreed between the Ministry of Economy, Trade and Industry of Japan and the European Commission, on behalf of the European Union, on December 2, 2022, to accelerate the cooperation in the field of renewable hydrogen, the Participants share the vision of expanding the social implementation of hydrogen technologies can contribute to their common goal of achieving carbon neutrality by 2050.

The Participants, with intent to establish a mutually beneficial cooperation, have therefore reached the following understanding:

1. Purpose

The purpose of this CA is to provide a strengthened framework for cooperation between the Participants, pursuing collaborative activities in the areas of common interests and priorities for accelerating the deployment of hydrogen technologies which would lead to creating a global hydrogen market and furthermore contributing to carbon neutrality. Under the framework, the Participants intend to exchange knowledge and expertise based on each Participant's experiences and networks and explore the possibility of promoting joint research and demonstration projects, and of

seeking synergies between each other.

2. Activities of Collaboration

Specific activities of collaboration to be carried out under this CA include, but are not limited to:

- (a) Exchanges of available data, knowledge and best practices concerning hydrogen technology and its social implementation including education, training, and technology roadmaps on a regular basis.
- (b) Implement cooperation also through meetings to be held periodically between the Participants to explore and identify the specific areas or topics of mutual interest for collaboration including but not limited to evaluation technologies for the performance of water electrolysis, hydrogen refueling technologies for heavy duty vehicles, hydrogen carrier technologies, and combustion technologies for hydrogen and ammonia. The means of collaboration, including the cooperation between specific projects and promotion of joint projects, in identified areas or topics of mutual interest will also be determined in the meeting.
- (c) Joint contribution to facilitate the promotion of standardization of relevant hydrogen technologies developed.

3. Implementation of Collaboration

- (a) The Participants will convene meetings and/or workshops as mutually agreed in areas identified by the Participants as being of mutual interest at a venue and time agreed between the Participants. Such meetings may be organized in the context of the implementing actions of the MoC agreed at Ministerial level.
- (b) In such a meeting and/or workshop, the Participants will discuss specific activities of collaboration including joint projects in areas identified by the Participants as being of mutual interest and, if necessary, each Participant appoint a representative to discuss such specific activities and coordinate their implementation.
- (c) Communication, correspondence, and exchanges of information between the Participants should be channeled through the designated contact points by the Participants and keeping the Directorate-General for Energy of European Commission and the Ministry of Economy, Trade and Industry of Japan informed.

The designation of contact points does not impede direct contacts, exchange of information and cooperation between the Participants and their staff, with due

- regard on particular arrangements applicable to confidential information.
- (d) This CA does not entail any financial commitment for the Participants. Each Participant bears the costs deriving from the activities undertaken under this CA. The conduct of collaborative activities under this CA is subject to each Participant's availability of funds, technical resources, and personnel and will be implemented in accordance with the applicable laws and regulations of each Participant, including as regards exchange of data between Participants.
 - (e) This CA does not create any legal rights or obligations, nor does it constitute an agreement binding the Participants under international law, nor does it create any obligations for participants in CHJU actions funded by the Union and participants of NEDO funded projects.

4. Confidentiality

It is not envisioned that the Participants will exchange confidential information with each other. If and when either Participant desires to disclose confidential information to the other Participant, a separate written agreement is to be concluded for the purpose of implementation of such disclosure.

The Participants should ensure that any data and information or documents provided to each other under this CA, including the result(s) of joint research carried out under this CA, are not transferred, or supplied to any third party without the prior written consent of the other Participant.

The Participants should not use the data, information or documents exchanged under this CA for any purpose other than those set out in this CA. The Participants should not transfer the data, information, or documents to a third party without prior written consent of the other Participant.

5. Miscellaneous

The cooperation under this CA is expected to commence on the date of its signature. This CA may be reviewed and revised in writing as mutually decided by the Participants.

Any dispute about the interpretation or application of this CA will be resolved by consultations between the Participants and will not be referred to any national or international tribunal or third party for settlement.

The cooperation under this CA may be terminated at any time by either Participant. A Participant intending to end cooperation should endeavor to provide a notice in writing to this effect three (3) months in advance. The Participants intend that confidentiality arrangements survive termination of this CA.

The Participants have signed in duplicate this CA.

For
Clean Hydrogen Joint Undertaking



Valerie Bouillon-Delporte

Executive Director

Date: 3/6/2024

For
New Energy and Industrial Technology
Development Organization



Ohira Eiji

Strategy Architect

Date: 3 June 2024

Witness:



Saito Tamotsu

Chairman
New Energy and Industrial Technology
Development Organization

Date:

3 June 2024